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Civil Court Case Information - Case History

Case Information

Case Number: CV2017-011198
File Date: 7/26/2017
Case Type: Civil

Judge: Kiley, Daniel
Location: Downtown

Party Information

Party Name
Arizona Grand Resort L L C
Crosscountry Mortgage Inc

Relationship
Plaintiff
Defendant

Sex Attorney
David O'Daniel
Pro Per

Case Documents

Filing Date	Description
9/6/2017	SUM - Summons
8/15/2017	AFS - Affidavit Of Service
NOTE: CROSSCOUNTRY MORTGAGE INC	
7/26/2017	COM - Complaint
7/26/2017	CCN - Cert Arbitration - Not Subject
7/26/2017	NJT - Not Demand For Jury Trials
7/26/2017	CSH - Coversheet

Docket Date	Filing Party
9/8/2017	
8/18/2017	
7/27/2017	
7/27/2017	
7/27/2017	
7/27/2017	

Case Calendar

There are no calendar events on file

Judgments

There are no judgments on file

C. Byrd
08/10/2017 12:28

1 David L. O'Daniel (SBN: 006418)
 2 **GORDON & REES LLP**
 3 111 W. Monroe Street, Suite 1600
 4 Phoenix, AZ 85003
 5 Telephone: (602) 794-2460
 6 Facsimile: (602) 265-4716
 7 dodaniel@gordonrees.com

8 Attorneys for Plaintiff
 9 Arizona Grand Resort, LLC

10 **SUPERIOR COURT OF ARIZONA**

11 **MARICOPA COUNTY CV 2017-011198**

12 ARIZONA GRAND RESORT, LLC, a) CASE NO.
 13 Delaware limited liability company)

14 Plaintiff,

SUMMONS

15 vs.

16 CROSSCOUNTRY MORTGAGE,
 17 INC., JOHN AND JANE DOES I-X,
 18 ABC CORPORATIONS I-X, DEF,
 19 LLCs I-X, AND XYZ PARTNERSHIPS
 20 I-X, a foreign corporation,

21 Defendants.

22 **TO THE ABOVE NAMED DEFENDANT:**

23 c/o Statutory Agent:

24 **CROSSCOUNTRY MORTGAGE, INC.,**
 25 **CT Corporation System**
 26 **3800 N. Central Ave., Ste. 460**
 27 **Phoenix, AZ 85012**

28 **YOU ARE HEREBY SUMMONED** and required to appear and defend in the above
 entitled action in the above entitled court within **TWENTY DAYS** exclusive of the date
 of service after service of this summons upon you if served within the State of Arizona,
 and within **THIRTY DAYS** exclusive of the day of service if served outside the State of
 Arizona, whether by direct service, by registered or certified mail, or by publication.
 Where process is served upon the Arizona Director of Insurance as an insurer's attorney
 to receive service of legal process against it in this state, the insurer shall not be required
 to appear, answer or plead until expiration of 40 days after date of such service upon the
 director. Service by registered or certified mail without the State of Arizona is complete
 30 days after the date of filing the receipt and affidavit of service with the Court. Service

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1 by publication is complete 30 days after the date of first publication. Direct service is
 2 complete when made. Service upon the Arizona Motor Vehicle Superintendent is
 3 complete 30 days after filing the Affidavit of Compliance and return receipt on Officer's
 4 Return.

5 YOU ARE HEREBY notified that in case you fail to do so respond judgment by default
 6 will be rendered against you for the relief demanded in the complaint.

7 YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer or
 8 proper response in writing with the Clerk of this Court, accompanied by the necessary
 9 filing fee, within the time required, and you are required to serve a copy of any Answer
 10 or response upon the Plaintiff's attorney.

11 ADA Notification

12 Requests for reasonable accommodation for persons with disabilities must be
 13 made to the division assigned to the case by parties at least three (3) judicial days in
 14 advance of a scheduled court proceeding.

15 Requests for an interpreter for persons with limited English proficiency must be
 16 made to the division assigned to the case by the party needing the interpreter and/or
 17 translator or his/her counsel at least ten (10) judicial days in advance of a scheduled court
 18 proceeding.

19 The name and address of the attorney for Plaintiff is:

20 David L. O'Daniel
 21 **GORDON & REES LLP**
 22 111 W. Monroe Street, Suite 1600
 23 Phoenix, AZ 85003
 24 Telephone: (602) 794-2460

25 Given under my hand and the seal of the Superior Court of the State of Arizona in and for
 26 said County on this date: _____
 27
 28

Michael Jeanes
 Clerk of the Court



By

Deputy Clerk
 MICHAEL K. JEANES, CLERK
 DEPUTY CLERK

COPY
 JUL 26 2017

Gordon & Rees LLP
 111 W. Monroe Street, Suite 1600
 Phoenix, AZ 85003

Attorney or Party without Attorney: GORDON & REES DAVID O'DANIEL (#006418) 111 WEST MONROE STREET SUITE 1600 PHOENIX, AZ 85003 Telephone No: (602) 794-2460 Attorney For: Plaintiff		For Court Use Only MICHAEL K. JEANES, CLERK RECEIVED CGB DOCUMENT DEPOSITORY 17 AUG 15 PM 12:22 FILED BY C. FISHER	
Ref. No. or File No.: 7003082			
Insert name of Court, and Judicial District and Branch Court: MARICOPA COUNTY SUPERIOR COURT			
Plaintiff: ARIZONA GRAND RESORT, LLC A DELAWARE LIMITED LIABILITY COMPANY, Defendant: CROSSCOUNTRY MORTGAGE, INC., JOHN AND JANE DOES I-X, ET AL			
AFFIDAVIT OF SERVICE		Hearing Date:	Time:
		Dept/Div:	Case Number: CV2017-011198

- At the time of service I was at least 21 years of age and not a party to this action.
- I served copies of the
SUMMONS; COMPLAINT; CERTIFICATE OF COMPULSORY ARBITRATION; DEMAND FOR JURY TRIAL;
- Party served: CROSSCOUNTRY MORTGAGE, INC.,
 - Person served: JACQUELYNN O'CAMPO, CSR FOR CT CORPORATION SYSTEM AS STATUTORY AGENT
- Address where the party was served: 3800 N CENTRAL AVE STE 460, PHOENIX, AZ 85014
- I served the party:
 - by substituted service. On: Thu, Aug 10 2017 at: 12:28 PM by leaving the copies with or in the presence of:
JACQUELYNN O'CAMPO, CSR FOR CT CORPORATION SYSTEM AS STATUTORY AGENT.

(a) (CT CORP) Person of suitable age and discretion. Informed him or her of the general nature of the papers.

Service: \$69.00, Mileage: \$24.00, Notary: \$10.00, Wait: \$0.00, Fees Advanced: \$0.00, Total: \$103.00

I Declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.

- Person Executing:
 - Christine Boyd MC-8476;
 - First Legal Support Services
3737 North 7th. Street Suite 125
PHOENIX, AZ 85014
 - (602) 248-9700

08/15/2017 Christine Boyd
 (Date) (Signature)

- STATE OF ARIZONA, COUNTY OF Maricopa
 Subscribed and sworn to (or affirmed) before on this 15 day of August, 2017 by Christine Boyd (MC-8476)
 proved to me on the basis of satisfactory evidence to be the person who appeared before me.



AFFIDAVIT OF SERVICE

Tricia Despain
 (Notary Signature)



1592868 (583930)

COPY

JUL 26 2017



MICHAEL K. JEANES, CLERK
L. RIVAS
DEPUTY CLERK

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Attorneys for Plaintiff
Arizona Grand Resort, LLC

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

CV 2017-011198

CASE NO.

ARIZONA GRAND RESORT, LLC, a
Delaware limited liability company

Plaintiff,

vs.

CROSSCOUNTRY MORTGAGE,
INC., JOHN AND JANE DOES I-X,
ABC CORPORATIONS I-X, DEF,
LLCs I-X, AND XYZ PARTNERSHIPS
I-X, a foreign corporation,

Defendants.

COMPLAINT

Gordon & Rees LLP
111 W. Monroe Street, Suite 1600
Phoenix, AZ 85003

Plaintiff Arizona Grand Resort, LLC, doing business as Arizona Grand Resort & Spa ("Arizona Grand"), for its claims against the Defendants CrossCountry Mortgage, Inc., John and Jane Does I-X, ABC Corporations I-X, DEF L.L.C.s I-X, and XYZ Partnerships I-X, alleges the following:

PARTIES

1. Arizona Grand is a Delaware limited liability company authorized to do business in Arizona and is doing business in Maricopa County as the Arizona Grand Resort & Spa.

2. Defendant CrossCountry Mortgage, Inc. is believed to be an Ohio corporation.

3. John Does I-X, Jane Does I-X, ABC Corporations I-X, DEF, L.L.C.s I-X, and/or XYZ Partnerships I-X are fictitiously designated employees, agents and/or independent contractors of CrossCountry Mortgage, Inc. and are alleged to have acted within the scope of their employment and/or agency and/or in concert with CrossCountry Mortgage, Inc. These Defendants may have caused or contributed to the events alleged in this Complaint and/or may be liable to Arizona Grand. Defendants John and Jane Does were at all times acting on behalf of and in furtherance of their respective marital communities.

JURISDICTION AND VENUE

4. CrossCountry Mortgage, Inc. has caused events to occur in Maricopa County, Arizona, out of which the claims of Arizona Grand arise.

5. In the Agreement between Arizona Grand and CrossCountry Mortgage, Inc., which is the basis of this litigation, CrossCountry Mortgage, Inc. agreed that the venue of any action arising under the Agreement would be Maricopa County, Arizona. The Agreement is governed by and construed in accordance with the laws of the State of Arizona. Venue, personal jurisdiction and subject matter jurisdiction are proper in this Court.

CLAIM FOR RELIEF ONE (Breach of Contract)

6. Arizona Grand incorporates the allegations contained in paragraphs 1-5 by this reference.

7. On or about August 15, 2016, CrossCountry Mortgage, Inc., through its authorized employee/agent, executed a written Agreement with Arizona Grand for accommodations, rooms, food and beverage minimums, various services and other items for an event CrossCountry planned to hold at the Arizona Grand Resort & Spa.

8. On November 11, 2016, Arizona Grand and CrossCountry Mortgage, Inc. entered an Addendum to the Agreement (the Agreement and Addendum are collectively referred to as the "Agreement"). True and complete copies of the Agreement and

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1 Addendum are attached as Exhibit A and are incorporated by this reference.

2 9. On February 5, 2017, CrossCountry Mortgage, Inc., through its authorized
3 employee/agent, committed to and confirmed 360 people would attend and utilize the
4 accommodations, services and food and beverages.

5 10. Pursuant to the Agreement, Arizona Grand reserved the required
6 accommodations and rooms for CrossCountry Mortgage, Inc. and/or its guests during the
7 required time in February, 2017. CrossCountry Mortgage, Inc. committed to pay for all
8 accommodations, rooms, facilities, food and beverage and services according to the rates
9 established in the Agreement and by any subsequent modifications and confirmations.

10 11. After a successful event, Arizona Grand invoiced CrossCountry Mortgage,
11 Inc. After agreeing to some adjustments to the amount, CrossCountry owed the amount
12 of \$798,757.83, net.

13 12. CrossCountry Mortgage, Inc. benefited from the accommodations, services,
14 and food and beverages provided in February, 2017, as described above.

15 13. Arizona Grand fully performed all its obligations pursuant to the
16 Agreement. CrossCountry Mortgage, Inc., failed to pay the amount due and owing as
17 required by the Agreement, despite demands for payment.

18 14. On June 21, 2017, Arizona Grand made a final demand that payment in the
19 amount of \$798,757.83 be received by July 7, 2017. This amount is a liquidated, certain
20 amount.

21 15. CrossCountry Mortgage, Inc. failed and refused to pay Arizona Grand the
22 amount demanded by and owed to Arizona Grand under the terms of the Agreement.

23 16. The Agreement provides under its "General Provisions" that "In any legal
24 proceeding of any nature involving the ... enforcement of any of the terms of this
25 Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and all
26 litigation expenses, charges and costs incurred in connection with the proceeding."

27 17. Arizona Grand is entitled to an award of its attorneys' fees and all costs in
28

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1 this case. In the event of a default, Arizona Grand will seek attorneys' fees in the amount
2 of \$ 7,500.00 and such amount is reasonable.

3 18. Due to CrossCountry Mortgage, Inc.'s refusal to pay the liquidated amount
4 due and owing to Arizona Grand, Arizona Grand had to retain counsel and file this
5 Complaint to collect the liquidated amount owed to it by CrossCountry Mortgage, Inc.

6 WHEREFORE, Arizona Grand Resort, LLC, requests that judgment be entered in
7 its favor and against CrossCountry Mortgage, Inc., an Ohio corporation, for the
8 following:

9 A. For the amount of \$798,757.83 as liquidated damages;

10 B. For prejudgment interest on the liquidated amount of \$798,757.83 from the
11 date due until the date of the Judgment and then post-Judgment interest on the total
12 amount of the Judgment until paid in full at the statutory rate provided by A.R.S. § 44-
13 1201;

14 C. For all expenses and costs incurred and to be incurred by Arizona Grand
15 pursuant to the terms of the Agreement and/or A.R.S. §12-341;

16 D. For attorneys' fees incurred and to be incurred by Arizona Grand pursuant
17 to the terms of the Agreement and in the event of a default, attorneys' fees in the amount
18 of \$7,500;

19 E. For interest on the attorneys' fees and costs at the statutory rate provided in
20 A.R.S. § 44-1201 from the date of the Judgment until paid in full; and

21 F. For such other relief as may be appropriate.

22 **ALTERNATIVE CLAIM FOR RELIEF TWO**
23 **(Unjust Enrichment)**

24 19. Arizona Grand incorporates the allegations contained in paragraphs 1-18 by
25 this reference.

26 20. In the alternative, if a determination is made that no contract existed,
27 CrossCountry Mortgage, Inc. has been unjustly enriched by, among other things,
28 retaining monies due and owing to Arizona Grand and obtaining accommodations,

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rooms, services and food and beverages without paying for those valuable items and services.

21. Arizona Grand has been impoverished by CrossCountry Mortgage Inc.'s refusal to pay for accommodations, rooms, services, and food and beverages, all of which were provided at substantial expense and costs to Arizona Grand.

22. No justification exists for CrossCountry Mortgage, Inc., failing to pay for the accommodations, rooms, services and food and beverages and all other items and services provided to CrossCountry Mortgage, Inc., and its guests.

23. Arizona Grand has been damaged by the unjust enrichment to CrossCountry Mortgage, Inc., and is entitled to damages for the unjust enrichment in an amount to be established at trial, but not less than \$798,757.83.

24. If judgment is rendered by default, Arizona Grand alleges that it will seek \$7,500.00 for its attorneys' fees.

WHEREFORE, Arizona Grand Resort, LLC, requests that judgment be entered in its favor and against CrossCountry Mortgage, Inc., an Ohio corporation, for the following:

A. For its damages to be determined at trial, but not less than \$798,757.83 for its liquidated damages;

B. For prejudgment interest on the liquidated amount of damages from the date obtained until the date of the Judgment and then post-Judgment interest on the total amount of the Judgment until paid in full at the statutory rate provided by A.R.S. § 44-1201;

C. For all costs incurred and to be incurred by Arizona Grand pursuant to A.R.S. §12-341;

D. For such other relief as may be appropriate.

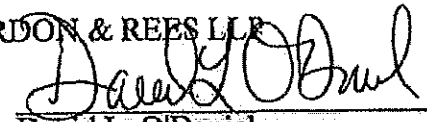
///

///

1 Dated this 26th day of July, 2017.

2 GORDON & REES LLP

3 By:



4 David L. O'Daniel
5 111 W. Monroe Street, Suite 1600
6 Phoenix, Arizona 85003
7 Attorneys for Plaintiff
8 Arizona Grand Resort, LLC

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Attorneys for Plaintiff
Arizona Grand Resort, LLC

SUPERIOR COURT OF ARIZONA**MARICOPA COUNTY**

ARIZONA GRAND RESORT, LLC, a) CASE NO.
Delaware limited liability company)

CV 2017-011198

Plaintiff,

**CERTIFICATE OF
COMPULSORY ARBITRATION**

vs.

CROSSCOUNTRY MORTGAGE,
INC., JOHN AND JANE DOES I-X,
ABC CORPORATIONS I-X, DEF,
LLCs I-X, AND XYZ PARTNERSHIPS
I-X, a foreign corporation,

Defendants.

The undersigned certifies that the largest award sought by Plaintiff, including punitive damages, but excluding interest, attorneys' fees and costs exceeds the limits set by Local Rule for compulsory arbitration. Therefore, pursuant to Rule 72(b), Ariz.R.Civ.P., this matter is not subject to the Arizona Rules of Civil Procedure for Compulsory Arbitration.

Dated this 26th day of July, 2017.

GORDON & REES LLP

By: 

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Phoenix, Arizona 85003
Attorneys for Plaintiff
Arizona Grand Resort, LLC

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Attorneys for Plaintiff
Arizona Grand Resort, LLC

SUPERIOR COURT OF ARIZONA

MARICOPA COUNTY

ARIZONA GRAND RESORT, LLC, a)
Delaware limited liability company)

Plaintiff,

vs.

CROSSCOUNTRY MORTGAGE,
INC., JOHN AND JANE DOES I-X,
ABC CORPORATIONS I-X, DEF,
LLCs I-X, AND XYZ PARTNERSHIPS
I-X, a foreign corporation,

Defendants.

CASE NO. CV 2017-011198

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b), Ariz.R.Civ.P., Plaintiff demands that all issues triable by
right be tried to a properly impaneled jury.

Dated this 26th day of July, 2017.

GORDON & REES LLP

By:

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Phoenix, Arizona 85003
Attorneys for Plaintiff
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